

LEASE OF REAL PROPERTY

1. THIS LEASE entered into this 17TH day of April 2012, by and between the United States of America, hereinafter called Lessor, and **Event Emissary, LLC** hereinafter called the Lessee, whose address is

PO Box 575 Washington DC 20044

to use and occupy the property herinafter described under the terms and subject to the conditions contained herein.

2. WITNESSETH: The Lessor hereby leases to the Lessee the following described premises: Andrew W. Mellon Auditorium 1301 Constitution Ave NW, Washington DC 20240, further described in Attachment I, paragraph 1.

to be used exclusively for the following purpose(s): Event hosting, coordination and management, as defined in Attachment 1, paragraph 1.

3. TO HAVE AND TO HOLD the premises with their appurtenances under the following term:

(Check and complete one of the following paragraphs)

A. MONTH-TO-MONTH: This tenancy is for an indefinite period, and may be terminated at any time by either party giving to the other a thirty days' written notice.	X	B. FIXED TERM: To have and to hold said premises with their appurtenances for a predetermined term subject to the Government's termination rights.
--	---	---

INDEFINITE PERIOD BEGINNING DATE

NO. OF MONTHS

BEGINNING DATE

END DATE

36

5/01/2012

4/30/2015

4. The Lessee shall pay the Lessor an annual rental of

Four Hundred Ninety Thousand Dollars

490,000.00

\$ _____ payable at the rate of \$ 40,833.33 per month in advance. Rent for part of a month shall be prorated. All payments shall be made to the General Services Administration, and shall contain the following lease number for identification purposes GS-06-11-1201. All payments are to be by check or money order and mailed or delivered to the OFFICE OF FINANCE, GENERAL SERVICES ADMINISTRATION, PO Box 301511, Los Angeles, CA 90030-1511

5. The Lessor shall furnish the Lessee under the terms of this lease services and utilities as follows:

Electricity; Normal Heating and Ventilation, A/C; Water and Sewer

If heat or air-conditioning services are provided under this lease, the Lessor agrees to maintain temperatures in the demised premises in accordance with current Lessor standards for its buildings. In the event of a fuel shortage, where the Lessor is required to cut back or curtail fuel consumption the Lessee agrees to accept heating or air-conditioning at whatever level is available.

6. It is understood and agreed that this lease is subordinate to the lease dated

N/A

between the United States of America and N/A

and to any pre-existing mortgage on the demised premises, and that anywhere the words Lessor and Lessee appear in this lease, these words shall become Sublessor and Sublessee.

7. The following paragraphs were deleted before execution of this lease: N/A

8: The following paragraphs or documents were incorporated before execution of this lease:

1. Additional Terms & Conditions
2. Delinquent Outlease Rental Payments
3. Dispute Clause
4. Plan Showing Leased Premises

IN WITNESS WHEREOF, the parties hereto have signed and sealed their presents on the date indicated below.

Executed:	in Presence of:	Lessee:
DAY <u>4/12/12</u>	WITNESSES <u>(b) (6)</u> <u>USGSA</u>	SIGN <u>(b) (6)</u>
DATE (Month and Year) <u>4/12/12</u>	WITNESSES <u>(b) (6)</u>	SIGN <u>(b) (6)</u>

ACCEPTED ON BEHALF OF		UNITED STATES OF AMERICA	
DAY <u>17</u>	DATE (Month and Year) <u>April 2012</u>	WITNESS <u>(b) (6)</u>	CONTRACT NUMBER <u>GS-06-11-1201</u>
BY <u>Kevin M. Terry</u>		TITLE <u>Contracting Officer</u>	
ADDRESS <u>U.S. General Services Administration</u>		CITY <u>Washington</u>	STATE <u>DC</u> ZIP CODE <u>20407</u>

TERMS AND CONDITIONS

A. Lessee has inspected and knows the condition of the leased premises and agrees to accept same in its "as is" condition. It is further understood that the leased premises are hereby leased without any additions, improvements or alterations thereto.

B. Lessee shall not make any additions, improvements, repairs, or alterations to the leased premises without the prior written consent of Lessor in each and every instance.

C. Lessee shall, except as otherwise specified herein and except for damages resulting from the act or negligence of the Lessor, his agents, employees, maintain in good repair and tenantable condition the demised premises, including the building and any and all equipment, fixtures, and appurtenances, whether severable or nonseverable, furnished by the Lessor under this lease.

D. Lessee shall use reasonable care in the occupation and use of the leased premises. Upon the expiration or termination of this lease, Lessee shall vacate the leased premises, remove his / her property therefrom and forthwith yield and place Lessor in peaceful possession of the leased premises, free and clear of any liens, claims, or encumbrances and in as good condition as the leased premises existed at the commencement of this lease, ordinary wear and tear excepted.

E. Lessor shall not be responsible for damage to property or injuries to persons, which may arise from or be incident to the use and occupation of the leased premises, nor for damages to the property or injuries to the person of Lessee or of others who may be on said premises at Lessee's invitation and Lessee shall hold Lessor harmless from any and all claims for such damages or injuries.

F. Lessee shall comply with all applicable Federal, Municipal and State Laws, ordinances and regulations; and obtain and pay for all licenses and permits as may be required.

G. Lessee agrees not to use the leased premises in any way which, in the judgment of the Lessor poses a hazard to the Lessor, the leased premises, other Lessees, or the building in part or in whole, nor shall Lessee use the leased premises so as to cause damage, annoyance, nuisance or inconvenience to the building occupants or others.

H. Lessee, Lessee's agent, employees, invitees or visitors, shall comply fully with all Rules and Regulations Governing Public Buildings and Grounds as now posted or subsequently amended.

I. The Lessor reserves the right to enter the leased premises at all reasonable hours to inspect it, exhibit same or make such repairs, additions or alterations as Lessor considers necessary for the safety, improvement or preservation of the Lessee's premises or any part thereof.

J. If the Lessee shall fail to pay the rent herein provided or shall abandon the leased premises or shall fail to observe or perform any other conditions, covenants or agreement as herein stated, then the Lessor may, at its option: (a) declare this lease ended and terminated and may reenter the leased premises and remove all persons and things therefrom, and the Lessee hereby expressly waives all service of any demand or notice prescribed by any statute whatever, and (b) on authority hereby granted to the Lessor by the Lessee to dispose of such personal property left in the premises as deemed in the best interest of the United States of America and Lessee shall be liable for such damages as the Lessor may incur.

K. In the event that a state or local tax is imposed upon the occupancy, use, valuable possession, or valuable leasehold interest of or in the real property hereby leased, the obligation for the payment of the tax will be wholly that of the Lessee.

L. No member of or delegate to Congress, or Resident Commissioner shall be admitted to any share or part of this lease agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to any corporation or company if the agreement be for the general benefit of such corporation or company.

M. The Lessee's name and location may be placed on the building directory, floor directory and/or door plate, if the building is so equipped. No signs of the Lessee shall otherwise be placed inside or outside of the demised premises unless specifically authorized by the Lessor in writing.

N. The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee except bona fide employees or bona fide established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the Lessor shall have the right to annul this lease without liability, or in its discretion, to require Lessee to pay in addition to the contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

O. The failure of Lessor to insist in any one or more instances upon performance of any of the terms, covenants, or conditions of this lease shall not be construed as a waiver or relinquishment of the future performance of any such term, covenant, or condition, but Lessee's obligation with respect to such future performances shall continue in full force and effect.

P. Any notice or advice to or demand upon Lessee shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessee's address indicated in Paragraph 1, or at such other address as Lessee may hereafter from time to time specify in writing for such purpose. Any notice or advice to or demand upon Lessor shall be in writing and shall be deemed to have been given or made on the day when it is sent by certified mail to the Lessor's Contracting Officer address indicated on the signature page herein, or at such other address as Lessor's Contracting Officer may hereafter from time to time specify in writing for such purpose. The Contracting Officer is the Lessor's Representative and is the only person who has authority to sign or amend the terms or conditions of this lease.

Q. The Lessee agrees not to discriminate by segregation or otherwise against any person or persons because of race, color, creed, gender or national origin in furnishing, or by refusing to furnish to such person or persons the use of any facility, including any and all services, privileges, accommodations, and activities provided therein.

R. Except with the prior written consent of Lessor, Lessee shall neither transfer nor assign this lease or any rights hereunder, nor sublet the leased premises or any part thereof or any property thereon nor grant any interest, privileges or license whatsoever in connection with this lease.

S. Lessee acknowledges no right by virtue of execution of this lease to claim any benefits under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, Public Law 91-646.

T. If the property leased is located in a State requiring the recording of leases, the Lessee shall comply with all such statutory requirements at Lessee's expense.

(b) (6)

ATTACHMENT I ADDITIONAL TERMS AND CONDITIONS

1. AUTHORITY, USE, LEASED PREMISES & ACCESS AREAS

- A. Authority: This Lease is entered into under the authority of Section 111 of the National Historic Preservation Act, of 1966, 16 U.S.C. § 470h-3(a).
- B. Use: Lessee shall have the exclusive right to use the Leased Premises, including the right to rent the Leased Premises to clients seeking to host events such as receptions, meetings, banquets, and location filming. Lessee must submit a fee schedule of charges for use of the facility to the Government and have such fee schedule approved prior to charging for the use of the leased premises.

The Lessee is responsible for making all arrangements required for rental of The Andrew W. Mellon Auditorium ("AWMA"):
Including security, catering, etc.

- C. Leased Premises: The Leased Premises are defined as the following at the AWMA
- First floor: lobby, ballroom, green rooms (also known as the "Back Rooms"), restroom, two offices, and all closets,
 - Basement level: restrooms and storage areas located on the South side of the EPA Access doors;
 - Third floor: indoor and outdoor balconies, foyer area, small hallways, two restrooms, projection booth and two small storage areas.
- D. Access Areas: The Lessee will have access to the below areas, with permission from the General Services Administration (GSA) as needed. These areas are not considered to be part of the Leased Premises:
- Building Exterior: This includes the area from the front gates to the base of the front stairs and east and west cobble stone driveways for vendor and guest access. The Government does not guarantee that both driveways will always be clear for vendor load in and load out.
 - Attic: Area above the AWMA ceiling where the recessed lighting fixtures are located.
 - Chandelier Control Area: Any location that offers access to the chandelier motors for lowering fixtures for cleaning and bulb replacement
 - HVAC Control Room: Any spaces that allow access to controls of AWMA heating and air conditioning.
 - Phone Closets: Area underneath the Green Rooms that allows for additional phone line installation for certain events.

INITIALS: (b) (6) & (b) (6)
LESSEE LESSOR/GOV'T

2. PROHIBITED PRACTICES AND USE REQUIREMENTS

- A. The Lessee shall not enter into any rental agreement for the space if it is reasonably foreseeable that the contemplated event may (a) result in damage to the AWMA or Federal property (beyond normal wear and tear), (b) result in injury or death to attendees, Government employees, or non-Government employees, (c) subject the Government to embarrassment.
- B. No speakers, sound amplifiers, or other sound producing devices shall be installed on the roof or on interior or exterior walls of the Leased Premises. Sound produced within the Leased Premises shall not be audible beyond the confines of the Leased Premises, and shall not interfere with Government work or operations.
- C. At no time shall the Leased Premises be used for lodging, sleeping or storage.
- D. Lessee shall not cause, suffer, or permit any of the following activities or materials on or around the Leased Premises:
 - i. Manufacture, sale, or distribution of any illicit drugs;
 - ii. Drugs or paraphernalia commonly used in the ingestion of any narcotic or illicit drugs;
 - iii. Manufacture, sale, distribution or provision of prurient material or merchandise;
 - iv. Sales of lottery tickets or other games of chance;
 - v. Any immoral, offensive or disruptive purpose or activity
 - vi. Smoking; Smoking is not permitted anywhere within the Leased Premises. Lessee is responsible for ensuring that no smoking occurs within the Leased Premises. Any smoking in the Leased Premises shall be considered an event of default.
 - vii. Ejection of any material or substance from the windows or doors;
 - viii. Placement of any material or substance on the outer edges or sills of windows;
 - ix. Littering;
 - x. Canvassing, soliciting, or peddling;
 - xi. Bicycles, other vehicles, animals, birds, or pets of any kind;
 - xii. Flammable, combustible or explosive fluids, materials, chemicals, or substances;
 - xiii. Disposal of solid or liquid refuse of any kind in AWMA lavatories or on Government property;
 - xiv. Offensive or obnoxious vibration, noise, odor or other disturbances; and
 - xv. Obstruction of sidewalks, plaza areas, entrances, passages, courtyard, elevators, vestibules, stairways, corridors, or halls.
- E. Caterers' kitchens and the Lessee's office shall be off-limits to all guests.
- F. Only votive candles in enclosed votive holders are allowed in the building, and are to be placed only on tabletops.

INITIALS: _____

(b) (6)

&

(b) (6)

LESSOR/GOV'T

- G. All tables and chairs must have felt tips to protect the floor. Felt tips should be in place prior to arrival at AWMA.
- H. No stoves may be used inside the building. Electric stoves may be used in conjunction with a catering tent outside the building.
- I. All individuals working for client vendors shall present valid state drivers licenses or non-driver state identification. Under no circumstances will an individual be permitted to work in the building without identification. After signing in, employee must wear day pass sticker while working in the space.
- J. There is no parking permitted, at any time, at AWMA.
- K. All events that include dancing must bring in a dance floor for said purpose. Protective covering must be placed between the dance floor and the auditorium floor.
- L. The floor must be protected beneath any additional staging.
- M. Tents are only allowed on the east side of the building. The tent should be at a minimum width equal to the width of the opening created by the square columns located on either side of the exit discharge. The method used to secure the tent (i.e., water barrels) should remain in line with the square columns so as not to project outside the columns and obstruct any other portion of the stairs. The tent should not obstruct the sidewalk. The tent must be secured without drilling into or in any way damaging the cobblestone. Appropriate EXIT signage and Fire Extinguishers must be in the tent prior to caterer move-in.
- N. Lessee shall ensure that advertising of events does not take place until the contract has been approved, security arranged and the deposit received. Lessee shall ensure that images of the AWMA and its logo are not used by clients for advertising, promotional or commercial purposes in such a way that it suggests that the activity is endorsed by the United States Government.
- O. Lessee shall charge clients a refundable deposit of at least \$7,500 per event, such deposit to be held in case of damages to the premises.

3. SIGNAGE

- A. No sign, advertisement, notice, or other lettering shall be exhibited, inscribed, painted or affixed on or about any part of the Leased Premises.
- B. Lessee shall not permit any bright, changing, flashing, flickering, moving, or excessively bright lights or lighting devices or equipment outside the Leased Premises.

4. STORAGE

Lessee shall use, warehouse, store or stock on the premises only such goods, wares, supplies and merchandise as Lessee reasonably requires for its business.

INITIALS:

(b) (6)

LESSEE

(b) (6)

&

LESSOR/GOV'T

5. CLEANLINESS & MAINTENANCE

- A. Lessee shall at all times keep the Leased Premises clean, sanitary, and free of rodents, vermin, and other pests, and from rubbish, trash, and dirt. Trash, rubbish, and garbage shall be disposed of only in those locations and in that manner which the Government designates.
- B. Plumbing fixtures shall not be used to dispose of sweeping, garbage, rubbish, rags, coffee grounds, or any substance for which such fixtures were not designed.
- C. Lessee shall maintain the Leased Premises in good working order.

6. MOVE-IN/MOVE-OUT PROCEDURES & FLOORLOAD

- A. The Lessee shall ensure its clients protect the AWMA facility during an event and during the load-in and load-out for an event. Pathways shall be created, using a minimum of 300 feet of runner, for moving equipment and event related items across the floor.
- B. Hand trucks or other means of conveyance used in the building or common areas in the delivery or receipt of merchandise, freight, materials or supplies must be equipped with rubber tires, rubber side guards, and such other safeguards as may be required to prevent damage to the Leased Premises.
- C. All equipment, freight, furniture, and bulky matter of all description shall be transported in or out of the Leased Premises only during the hours, in the manner, and through the entrances which the Government may determine from time to time. Lessee shall keep the GSA Building Manager apprised of move-in and move-out schedules.
- D. All loading/unloading areas must be completely clean of all debris and trash at the conclusion of the event.
- E. Tables must be carried, not rolled across the floor. To set up and breakdown tables, padding must be used to protect the floor.

7. ELECTRICITY

- A. If, in the sole discretion of the Government, it is determined the power needs of the event cannot be met internally, Lessee shall coordinate with the Government to receive approval for the use of alternative power sources. The Government shall have no responsibility, financial or otherwise, for any such alternative power source.
- B. All cable lines suspended must be free of the building and are permitted only when dropped from cantilevered pipe, and are free of the structure. All cables placed on the floor must be covered with cable ramps as they are installed.

INITIALS:

(b) (6)
LESSEE

&

(b) (6)
LESSOR/GOV'T

- C. All sound, light, and power service must be installed in compliance with existing District of Columbia code.
- D. Any required generators must be placed at least 50 feet from any entrance to Government buildings. Exact placement must be approved by the Government. Grounding rods may not be used. Grounding method must be in accordance with applicable law, standards and regulations.

8. ALTERATIONS

- A. Lessee shall make no alternations, improvements, repairs or additions to the Leased Premises without prior review and approval of an authorized representative of GSA.
- B. No drapes, blinds, shades, or screens shall be attached to, hung in or used in connection with any window or door of the premises or building without prior written consent of the Government.
- C. The Lessee shall make no marks, nor drill into, nor cut, nor string wires from, nor attach radio or television antennas to any part of the building, premises, or common areas without the prior written consent of the Government.

9. INSURANCE

- A. Lessee Insurance: The Lessee shall maintain employer's liability insurance of not less than two million dollars (\$2,000,000) and commercial general liability insurance of not less than five million dollars (\$5,000,000). The Lessee shall maintain workers compensation insurance of at least one hundred thousand dollars (\$100,000), or as otherwise required by State and/or Federal law. The Lessee shall carry fire casualty insurance for the Leased Premises. The United States Government shall be named as an additional insured party on all liability insurance policies relating to this Lease. The policies shall also contain the following endorsement: "It is a condition of this policy that the insurance company shall furnish written notice to the General Services Administration, Real Estate Outleasing Division, 301 7th Street, S.W., Washington, DC 20407, in writing, thirty (30) days in advance of the effective date of any reduction or cancellation of this policy. The Lessee shall provide the Government with evidence of this insurance within fifteen (15) days of the execution of this Lease. The Lessee shall provide the Government with not less than thirty (30) days prior written notice of any cancellation or modification of insurance policies pertaining to the Lessee's work under this Contract.
- B. Lessee Client Insurance: The site rental contract between the Lessee and the client shall require that the client and its vendors obtain the following insurance:
 - i. All service providers/suppliers (excluding florists and musicians) must have general liability insurance providing coverage of not less than one

INITIALS:

(b) (6)

&

(b) (6)

LESSOR/GOV'T

- million dollars (\$1,000,000) per occurrence for injury and general liability, with the United States Government named as an additional insured.
- ii. Service providers providing or serving alcohol (e.g., caterers) must have not less than two million dollars (\$2,000,000) in specific general liability insurance pertaining to their service of alcohol, with the United States Government named as an additional insured.
- iii. The client must have not less than two million dollars (\$2,000,000) of general liability insurance pertaining to the event, with the United States Government named as an additional insured. Lessee shall obtain certificates of such insurance coverage prior to the event.

10. EARNEST MONEY DEPOSIT

The Government acknowledges receipt of two-twelfths of the annual amount shown in paragraph four of Form 3486. Lessor and Lessee acknowledge that one-half of the earnest money deposit will be applied to the first full month's rental and the remaining one-half will be used as a security deposit to cover any monies due to the Government from damages of any non-performance of contractual duties. This security deposit will be held in a non-interest bearing account and will be returned after the expiration of the Lease to the extent that no monies are due to the Government.

11. EXAMINATION OF RECORDS

- A. The Lessee agrees to obtain and retain copies of the following documents:
 - i. Original, signed client rental applications;
 - ii. Original, initialed Guidelines for Site Use and Conditions Governing Site Use;
 - iii. Original, signed/countersigned client rental contract;
 - iv. Schedule provided by client;
 - v. All supplier contracts, as provided by the client;
 - vi. All certificates of insurance referenced above;
 - vii. All invoices;
 - viii. Significant client correspondence; and
 - ix. All applicable licenses, including alcohol licenses.
- B. The Government reserves the right to examine all such records of the Lessee. Upon request, Lessee shall deliver at Lessee's expense, a complete set of records in a concise orderly manner for examination, to a location to be determined by the Government.
- C. Lessee agrees to furnish the Government a certified statement of Lessee's gross receipts for each year the Lessee is conducting business at the Leased Premises. This document is required to be sent not later than 30 days after the anniversary of Lease execution.

INITIALS:

(b) (6)

LESSEE

(b) (6)

LESSOR/GOV'T

12. SITE RENTAL DOCUMENTATION

- A. Lessee shall develop comprehensive site rental documentation, including applications and contracts.
- B. Lessee shall require that each proposed client complete an application for site rental.
- C. The site rental documents to be used throughout the term of this Lease are subject to advance review and approval by GSA at the inception of this Lease.

13. WEBSITE, INSPECTION AND TRANSITION

- A. The Lessee shall maintain a website with a master calendar capable of tracking all inquiries into AWMA as a potential venue. The master calendar should include contracted events as well as tentatively scheduled events and will have the capacity of recording a limitless number of inquiries for a specific date. The master calendar will be made accessible to potential renters through the Lessee's website. As events are finalized and contracted, an on-line calendar will show the date as booked without listing specific client information.
- B. The Lessee understands that GSA may choose to inspect the venue at anytime and has the right to access the AWMA at any time.
- C. Transition to Succeeding Lessee: Prior to conclusion of the Lease, in the case that a new lease is not executed between Lessee and GSA, Lessee will provide 30 days of training to a new lease holder or venue management firm. During this time:
 - i. Lessee staff will train the new company on all aspects of managing events at the Mellon Auditorium, including but not limited to: policies, guidelines, procedures, site inspections, repeat client event details, Mellon history, and client/vendor introductions.
 - ii. Lessee will operate all events and retain all funds for events sold prior to the conclusion of the Lease that are scheduled to occur during the 30 day transition window. Lessee shall retain all proceeds. The new Lessee will be given the opportunity to attend all events at the Mellon Auditorium during transition window for training purposes.
 - iii. The new lease holder or venue management firm will market, sell, and operate all new events at the AWMA and will retain all associated rental fees.

For events booked prior to the start of the 30 day training period, Lessee agrees to assign all contracts to the incoming lease holder or venue management firm. The incoming lease holder or venue management firm shall provide remaining services required for such events, and the parties shall allocate 25% of the rental fees to Lessee to cover marketing and sales efforts, and 75% to the incoming

INITIALS:

(b) (6)

(b) (6)

&

DVT

lease holder or venue management firm. The 25% allocation to Lessee applies only to the assigned contracts occurring after Lease expiration but no later than the one (1) year anniversary of Lessee's Lease expiration, the date after which no further allocation payments shall be made to Lessee.

- D. Lessee agrees that any intellectual property, including contract templates, websites and related access codes, passcodes and telephone numbers used to solicit business or track/register events, guests or applicants for AWMA shall be relinquished to GSA at Lease expiration at no cost.

14. WORKER'S COMPENSATION

The Lessee shall comply with all applicable Federal and State laws with regard to liability arising or resulting from injury or death of its employees in performing the work under this Lease, shall save and hold the Government harmless in connection with any and all such claims arising during the term of the Lease, and shall carry Worker's Compensation Insurance as described above.

15. RESTORATION

GSA Form 1204, Condition Survey Report, will be completed within 2 weeks after acceptance of the Lessee's Offer by GSA and prior to the Lessee's occupancy of the Leased Premises. The survey will be conducted by the Government and the Lessee, and the report will be signed by both parties. A copy will be given the Lessee, and the original will be placed in the lease file for future reference. The GSA will determine the condition of the premises at the time the lease terminates or when the Lessee vacates, and in accordance therewith will determine whether or not restoration is required. The cost of restoring the premises to an acceptable condition, ordinary wear and tear excepted, will be based on such inspection. The Lessee has the right to 24-hour notice of inspection and to accompany the Government's representative. The Lessee is responsible for the cost of such restoration. Lessee's deposit may be used for this purpose, though the deposit is not a limitation on Lessee's liability for restoration costs. The Government shall utilize a qualified third-party historical preservation contractor to accomplish required restoration

16. SECURITY

- A. The Lessee will have responsibility for working to define the process by which security guard requests are completed, to adhere to security requirements for AWMA, and to complete the actual request for security for each event.
- B. Upon award of the Lease, the Lessee site managers will work with the Department of Homeland Security, Federal Protective Service ("FPS") to develop an overall Emergency Management Plan including, but not limited to scenarios

INITIALS: _____

(b) (6)

(b) (6)

& LESSOR/GOV'T

involving general violence, riots, protests and terrorism. The Lessee will also work with FPS to develop tiers of security service.

- C. For each event, Lessee shall contact FPS to determine security requirements for such event. Lessee shall provide FPS with all information required for FPS to make the necessary determinations. Lessee shall comply with any FPS security direction. Lessee shall finance all security requirements and may recover such costs from its client. Lessee may be required to contract directly with private security firms. Lessee shall coordinate with FPS sufficiently in advance of the event so that security requirements can be adequately determined and marshaled, and payments processed. The Lessee is also responsible for making arrangements through FPS for the screening of all vehicles delivering anything to the AWMA.
- D. GSA has no responsibility for event security.
- E. Lessee shall secure the Leased Premises at all times that Lessee is not present.
- F. Lessee shall secure a security deposit of \$2,500 from its rental clients for the sole benefit of the Government. A security deposit of \$7,500 shall be obtained for any even anticipated to exceed 500 attendees. Lessee shall remit such deposit to the Government in the event of damage to the Leased Premises or other Government property.

17. TERMINATION

- A. Default Termination: The Government is entitled to strict adherence to the terms of this Lease and may terminate the Lease, re-enter, and take possession of the property by giving five days written notice to the Lessee should the Lessee be determined to be in breach of this agreement.
- B. The Government may terminate this Lease without cause after giving ninety (90) calendar days written notice to Lessee. Lessee specifically agrees that the Government shall not be liable for any damages, including consequential damages, resulting from such a convenience termination.

18. FIRE AND SAFETY

- A. Lessee shall, at its sole cost and expense, ensure compliance with all local fire and safety codes and regulations regarding the Leased Premises, and with the General Services Administration's Accident and Fire Prevention General Standard PBSP 5900.2c. In the event of a conflict between two standards, Lessee shall comply with that standard which is most strict. Lessee shall arrange for all necessary inspections. All building fire code and safety regulations applicable to clients and their events will be added to Lessee's rental agreements and shall be flowed down to client vendors.
- B. The Lessee shall immediately notify the Fire Department and GSA's Building Manager in the event of a fire. Any personal injury or physical damage to the building or equipment resulting from fire or other causes must be reported to the

INITIALS: (b) (6) & (b) (6)
LESSEE LESSEE

- Building Manager immediately. Lessee is required to participate in and cooperate with GSA personnel who conduct periodic fire drills.
- C. Fire extinguishers must be provided in any outdoor catering area.
 - D. The Lessee assumes full responsibility for the safety of all persons on the Leased Premises.

19. LIABILITY AND INDEMNIFICATION

- A. The Lessee shall defend, indemnify and save harmless the United States Government and its employees against any and all loss, damage, claim, or liability whatsoever, resulting from bodily injury or death or damage to the Leased Premises or property of others arising directly or indirectly out of any acts or omissions of the Lessee, Lessee's employees, Lessee's agents, or Lessee's clients, Lessee's clients' vendors, Lessee's clients' employees, Lessee's clients' agents, or Lessee's clients' invitees.
- B. The Lessee shall also ensure that the following clause is inserted in its rental agreements:
Client agrees to defend, indemnify and save harmless the United States Government and its employees against any and all loss, damage, claim, or liability whatsoever, resulting from bodily injury or death or damage to the Leased Premises or property of others arising directly or indirectly out of any acts or omissions of the client, client's employees, client's agents, client's vendors, or clients' invitees.

20. RENEWAL

The Lessee has the option of renewing this Lease for two additional three year terms by providing written notice to GSA at least one (1) year in advance of the expiration of the Lease. The rent must be at or above the Government's determination of Fair Market Value.

All other Terms and Conditions of the Lease shall remain unchanged.

21. CANCELLATION BY THE GOVERNMENT

The Lessee is hereby notified, and the Lessee will ensure that Lessee's clients are notified, that the United States Government has the right to unilaterally preempt use of the premises for any reason. In the event of cancellation by the Government, the Lessee shall not have the right to receive any damages that may result from such cancellation.

22. ALCOHOLIC BEVERAGES

- A. The AWMA is Federal property and generally, consumption, sale and service of alcohol on federal property is prohibited. However, a waiver for consumption,

INITIALS:

(b) (6)

(b) (6)

LESSEE

&

V'T

sale and service of alcohol has been granted specifically for the AWMA, provided that proof of all applicable licenses and sufficient liability insurance are provided to Lessee prior to the event. The Government reserves the right to rescind its waiver for any reason at the Government's sole discretion. In such a case, the Lessee shall not be entitled to damages, consequential or otherwise.

- B. The Lessee is responsible for ensuring it, its clients, agents, employees and its clients' service providers and guests comply with all State and Federal laws, rules and regulations pertaining to the use of alcohol in the AWMA.
- C. Lessee is responsible for ensuring no one under 21 years of age is permitted to purchase, possess or consume any alcoholic beverages on or around the Leased Premises. Lessee is responsible for ensuring service is denied without adequate proof of age.
- D. Lessee is responsible for ensuring all required licenses and permits are obtained from the District of Columbia Government, to include alcohol licenses.
- E. If alcohol is served, the Lessee is responsible for managing the responsible use of alcoholic beverages served and/or made available in connection with an event.
- F. If alcohol is served, the Lessee is responsible for ensuring that food is also served.
- G. If alcohol is served, the Lessee is responsible for ensuring that individuals that are, or appear to be, intoxicated are denied further alcohol service.
- H. If alcohol is served, the Lessee is responsible for assisting individuals in obtaining taxis or other sober transport. Lessee shall ensure that attendees are aware of the availability of such assistance.
- I. Plastic sheeting or runners must be placed underneath any bar.

23. LICENSES AND PERMITS

The Lessee shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance under this lease, and agrees to bear all costs in conjunction with doing business in the Leased Premises.

24. TAXES

The Lessee is solely responsible for any taxes assessed on its leasehold interest, along with any other applicable taxes.

INITIALS:

(b) (6)

LESSEE

&

(b) (6)

LESSOR/GOV'T

ATTACHMENT 2

DELINQUENT OUTLEASE RENTAL PAYMENTS

(1) The United States Department of Justice and the General Accounting Office have jointly issued amended Federal Claims Collection Standards (4 CFR Parts 101-105) which reflect changes to the Federal Claims Collection Act of 1966 (31 U.S.C. 3701-3719) made by the passage of the Debt Collection Act of 1982 (P.L. 97-365, 96 Stat. 1754).

(2) Under the provisions of the Debt Collection Act of 1982, the following remedies in the collection of delinquent rental payments may be taken by the Government:

(a) Interest shall be assessed on delinquent lease payments at the rate of the current value of funds to the Treasury as prescribed by the Secretary of the Treasury on the date interest begins to run or another rate of interest shall be assessed if another rate is necessary to protect the interests of the United States;

(b) Penalty charges not to exceed six percent per year shall be assessed on any portion of a delinquent lease payment over 90 days past due;

(c) Administrative charges may be assessed to cover the costs of processing and handling delinquent lease payments;

(d) Delinquent outlease debtor information may be disclosed to credit bureaus;

(e) Delinquent outlease debtor files may be referred to debt collection agencies;

(f) Delinquent lease payments may be collected by administrative offset whenever possible.

(3) The Government's remedies to collect delinquent lease payments shall be administered by:

GENERAL SERVICES ADMINISTRATION
Finance Division (7BCRP)
819 Taylor Street
Fort Worth, TX 76102
Telephone: (817) 978-3675

(4) This lease is subject but not limited to the following laws and Regulations: 4 CFR Part 102.3(b)(2)(i), the Debt Collection Act of 1982 Section II, Public Law PL 97-365, and GSA Finance Accounts Receivable Handbook PFM P 4253.1.

(b) (6)

A large black rectangular redaction box covers the bottom right portion of the page, obscuring any text that might have been present.

ATTACHMENT 3

DISPUTES

37. 52.233-1- DISPUTES (JUL 2002)

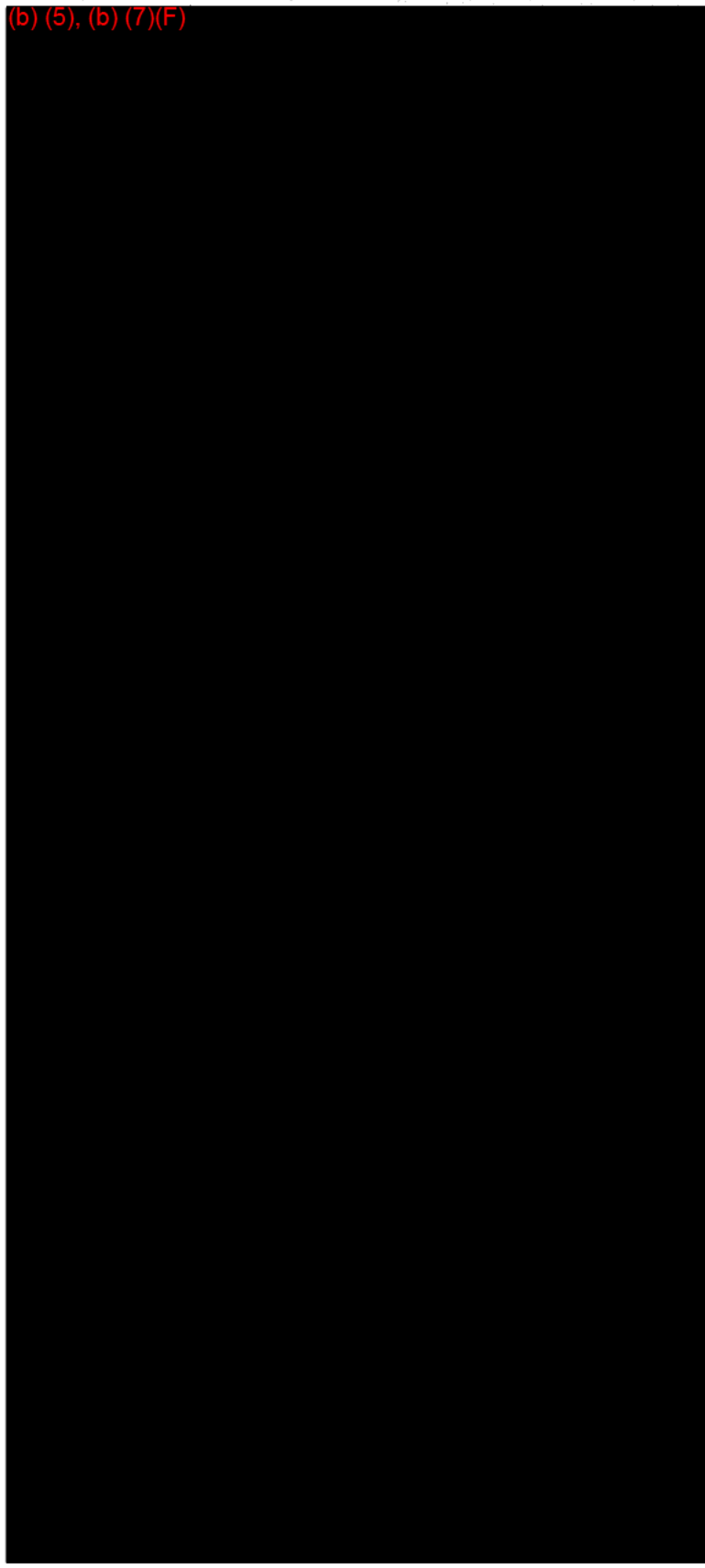
- (a) This contract is subject to the Contract Disputes Act of 1978, as amend (41 USC 601-613).
- (b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation for contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to written decision by the Contracting Officer.
- (2) (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."
- (3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide to claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until date of payment. With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(b) (6)

A large black rectangular redaction box covers the bottom right portion of the page, obscuring any text that might have been present.

ATTACHMENT 4
PLAN SHOWING LEASED PREMISES

(b) (5), (b) (7)(F)



The leased premises are located within this area, as further limited in Attachment 1, Paragraph 1 of this Lease.

(b) (6)

